

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE LODGE #5 AND CITY OF PHILADELPHIA

RE: POLICE OFFICER MELISSA MANLEY, PR# [REDACTED] DISMISSAL

*SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Fraternal Order of Police Lodge No. 5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, FOP Lodge 5 filed a grievance on behalf of bargaining unit member Police Officer Melissa Manley, contending that the city violated the collective bargaining agreement when it dismissed Melissa Manley from employment with the City's Police Department; and

WHEREAS, Melissa Manley was employed by the City of Philadelphia as a police officer, and a member of the bargaining unit represented by Lodge 5, and covered by the provisions of said agreement; and,

WHEREAS, the City terminated Melissa Manley for alleged misconduct which led to her dismissal, and;

WHEREAS, the City denies that it has violated the collective bargaining agreement or Civil Service Regulations, and;

WHEREAS, The City and Lodge 5 desire to resolve this matter without further litigation:

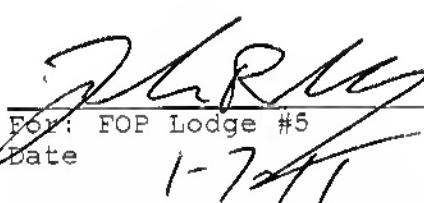
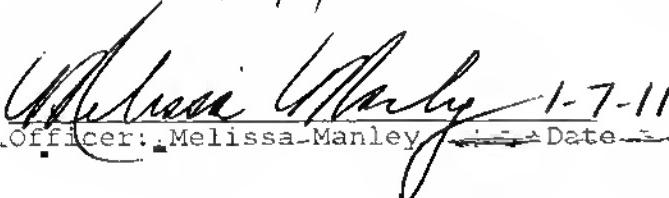
NOW THEREFORE, The City, Melissa Manley and Lodge 5 agree as follows:

1. The City shall reinstate Melissa Manley to her former position as police officer with the Philadelphia Police Department.
2. Melissa Manley shall be returned to employment per paragraph 1, and the period of time from her dismissal to the full execution of this agreement shall be considered a leave of absence without pay. Melissa Manley shall retain her original seniority date.
3. In addition, Melissa Manley shall have the balance of her accrued sick time at the time of her termination reinstated.
4. In further consideration for the foregoing, the officer releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal. The officer further release Lodge 5, its employees, its members, and agents, from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal, including but not limited to claims of breach of duty of fair representation.

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5. Nothing in this agreement shall be construed as an admission by the City that the subject matter of this incident is arbitrable under the provisions of the parties' collective bargaining agreement by the City that it violated the parties' collective bargaining agreement.
6. This agreement shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.
7. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City, Melissa Manley, Lodge 5, intending to be legally bound hereby, enter into this agreement this ____ day of, September 2010.


For: FOP Lodge #5 Date _____
Date 1-7-11 For: The City of Philadelphia

Officer: Melissa Manley Date _____